



# FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013

[www.co.fairfax.va.us/dpsm](http://www.co.fairfax.va.us/dpsm)

V I R G I N I A

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

## AMENDMENT NO. 5

APR 28 2003

SUBJECT: Procurement Card Services

CONTRACTOR

Bank One, NA  
Mail Code IL 1-0199  
300 S. Riverside 18<sup>th</sup> Floor  
Chicago, IL 60670-0199

VENDOR CODE

B260899825-02

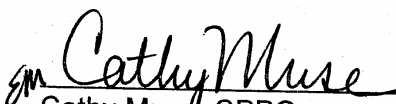
CONTRACT NO.

RQ99-217069-16A

By mutual agreement and pursuant to the Purchasing Card Agreement, Paragraph 4.C is deleted and replaced with the attached Paragraph 4.C. The Purchasing Card Agreement is amended to provide for the MasterCoverage Liability Protection Program retroactively, effective February 14, 2003.

(Ref. Bank One, NA attached Request for Amendment dated April 16, 2003.)

All other terms and conditions remain the same.

  
Cathy Muse, CPPO  
Director/County Purchasing Agent

DISTRIBUTION:

Assistant Buyer – Team 2  
Contractor  
DPSM – Mary Jane Comly  
FCPS – Supply Ops – Tony Crosby  
DAHS – Contract Mgmt. – Suite 738  
Dept. of Finance – Accounts Payable Section  
Dept. of Finance – Rose Hill

Contract Administrator - KCS  
FCPS – Doris Mayfield  
Parks – Contracts Section

**Commercial Card Services**

Mail Code IL1-0199

300 South Riverside

Chicago, IL 60670-0199

fax 312 954 3516



April 16, 2003

Ms. Mary Jane Comly  
Fairfax County  
12000 Government Center Pkwy.  
Suite 427  
Fairfax, VA 22035-0013

Dear Mary Jane:

We are writing in connection with the Purchasing Card Agreement (the "Agreement"), dated as of February 19, 1999 between Bank One, NA, formerly known as The First National Bank of Chicago (the "Bank"), a national banking association and Fairfax County, Virginia, an urban county executive form of government (the "Customer").

Subject to the terms and conditions of the Agreement, the Customer and the Bank, by the signatures of their authorized officers below, agree to amend the following as of the date hereof:

Delete paragraph 4.C of the Agreement and replace it with the following:

"Immediately notify the Bank by telephone of any lost, stolen, misappropriated or improperly used Cards or any Cards which the Customer no longer requires in its operation. The Bank agrees to be liable for charges made on lost, stolen, misappropriated or improperly used Cards: (i) up to \$10,000 annually for fraudulent charges made on Cards issued under the Fairfax County program(s) and (ii) up to \$10,000 annually for fraudulent charges made on Cards issued under Fairfax Schools program(s). The Customer shall be liable for all fraudulent charges that exceed the limitations set forth above in any Contract Year. A "Contract Year" shall be defined as an annual period from February 14 of a given year until February 13 of the following year. The Customer shall use its best efforts to collect and destroy any Cards it no longer requires in its operations. The Customer shall not be liable for charges waived under the MasterCoverage Liability Protection Program attached hereto as Exhibit A provided, however, that in the event of employee misuse, the Customer hereby agrees to apply for reimbursement under the MasterCoverage Liability Protection Program for any charges which may qualify for coverage under the Program."

It is understood and agreed that the terms and conditions of the Agreement shall continue in full force and effect, except as concerns the amendments contained herein.

Bank One, NA

By: 

Eileen P. Gardner  
Assistant Vice President

Acknowledged and Agreed:

Fairfax County, Virginia

By: 

Name: Cathy A. Muse, CPPO

Title: Dir/County Purchasing Agent